

Exhibit 3

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8

FILED
SEP 13 2021
Clerk of the Court
Superior Court of CA County of Santa Clara
BY MELANIE BUENO DEPUTY

9 SUPERIOR COURT STATE OF CALIFORNIA
10 COUNTY OF SANTA CLARA

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12 In re the Marriage of:

13 Petitioner: PATRICE DARISME

14 and

15 Respondent: PRINCESCA ENE
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Case No. 2015-6-FL014081

~~PROPOSED~~ AMENDED JUDGMENT
AFTER TRIAL

Trial Dates: February 11 through December
16, 2020 (various)

Date Submitted: December 16, 2020

Hearing re Attorneys' Fees: March 24, 2021

Dept.: 10

Judge: Hon. Roberta-S. Hayashi

1 On February 11, February 13, February 14, February 20, February 21, March 2, March 4,
2 October 26, October 27, October 28, November 18, December 10, and December 16, 2020, the
3 Parties brought on for trial the issues of (1) Division of Property and Reimbursements; (2)
4 Petitioner Patrice Darisme's ("Petitioner" or "Husband" or "Mr. Darisme") Request for Findings
5 and Orders based upon Respondent Princesca Ene's ("Respondent" or "Wife" or "Ms. Ene")
6 Breach of Fiduciary Duty under the Family Code; (3) the Parties' respective Requests for Orders
7 re Contempt; and (4) Petitioner's Request for Temporary Restraining Order (filed October 20,
8 2020). Petitioner appeared with and through his counsel Walter Pierce Hammon, Cory Hammon
9 and John D. Pernick. Respondent appeared with and through her counsel Shannon Stein and
10 Pamela Schuur.

11 Both Parties requested a written Statement of Decision. On January 20, 2021, the Court
12 filed and served its Tentative Decision and Proposed Statement of Decision (the "PSOD"). On
13 February 4, 2021, Petitioner filed and served his Response to the PSOD and Respondent filed and
14 served her Objections to Tentative Decision and Statement of Decision. On or about February 23,
15 2021, the Court issued its Statement of Decision re Property Division, Reimbursement, and
16 Breach of Fiduciary Duty (the "Statement of Decision").

17 Thereafter, following briefing and hearings (via MS Teams) on March 24, 2021 (continued
18 from March 3, 2021) and April 21, 2021, the Court awarded to Petitioner Attorneys' Fees and
19 Costs pursuant to Family Code §1101(g) and Sanctions pursuant to Family Code §271.

20 The Court entered its Judgment on May 3, 2021.

21 Thereafter, following briefing and hearing (via MS Teams) on June 23, 2021 (for which
22 Respondent was represented by new counsel Adam Bernstein), the Court ordered that the
23 Judgment be amended to correct a math error and set a hearing date and briefing schedule with
24 respect to the reserved issue of the value and potential credit to Respondent of the non-property
25 assets of the Canada corporation, 605943 Canada, Inc. and the valuation and disposition of
26 household furnishings and fixtures.

27 THE COURT, HAVING HEARD, READ AND CONSIDERED THE TESTIMONY OF
28 THE WITNESSES, THE EVIDENCE AND ARGUMENT (BOTH ORAL AND WRITTEN)

1 AND REVIEWED THE PRIOR ORDERS AS CONTAINED IN THE FILES AND RECORDS
2 OF THE COURT, AND FINDING GOOD CAUSE THEREFORE, HEREBY ORDERS,
3 ADJUDGES AND DECREES:

4 **I. Division of Assets, Liabilities and Reimbursements**

5 **A. Nano Alloys, Inc.**

6 1. For purposes of the family law action, the community owns at least 50% of
7 the shares of Nano Alloys, Inc. and thus Petitioner is entitled to own at least 25% of
8 the shares of Nano Alloys, Inc.

9 2. The Court finds that division of this asset "in kind" would be unjust,
10 unreasonable and inequitable.

11 3. Accordingly, the Court orders that Respondent be awarded the entirety of
12 the community property interest in Nano Alloys, Inc., Niti Tubes, NiTi Tub, LLC,
13 and Cardinal Cordis Health, subject to the requirement that she pay to Petitioner the
14 sum of \$788,519 and that she defend, indemnify, and hold harmless Petitioner from
15 and against any and all claims asserted or unasserted, which have or may be
16 asserted against him based on any alleged ownership of an interest in Nano Alloys,
17 Inc. or NiTi Tubes or any predecessor entity, or any claims based on the removal of
18 any funds from the accounts of Nano Alloys, Inc. or any other actions with respect
19 to Nano Alloys, Inc., any claims against Ms. Ene for her conduct, or transactions,
20 including any negligence, and including any removal by Petitioner of any amount
21 of money from Nano Alloys, Inc., bank accounts, including the amount of
22 \$286,481, which amount is deemed by the Court to be an advance distribution to
23 Petitioner of a portion of his community property interest in Nano Alloys, Inc. and
24 NiTi Tubes.

25 4. The Court orders that Respondent reimburse Petitioner \$100,000 for the
26 portion of the \$286,481 that Petitioner withdrew from Nano Alloys, Inc. and
27 deposited to Respondent's account.

1 **B. The Family Residence**

2 1. It is stipulated that the Parties purchased during marriage residential real
3 property located on Ormsby Drive in Sunnyvale (the "Family Residence") that has
4 a current value of \$2,250,000, which is encumbered by a loan in the principal
5 amount of \$303,391, leaving equity of \$1,946,609. Each Party's interest would be
6 valued at \$973,304.50.

7 2. From and after May 1, 2015, Wife had sole control and use of the Family
8 Residence, which she and the children have occupied ever since. The Court orders
9 that Respondent be credited with one-half of the mortgage, property tax, insurance
10 payments and major repairs that she made to preserve the community interest in the
11 Family Residence in the amount of \$112,865.27 (*Epstein* reimbursement).

12 3. The Parties have stipulated to the Fair Rental Value of the Family
13 Residence of: \$5,400/month for 5/1/2015 through 12/31/2017; \$5,500 for 1/1/2018
14 through 12/31/2019; and \$5,800/month for 1/1/2020 through 11/30/2020. The
15 Court orders that Respondent reimburse Petitioner for 30% of the Fair Rental Value
16 of the Family Residence from 5/1/2015 through 12/31/2019 and 40% of the Fair
17 Rental Value for the Family Residence from 1/1/2020 through 11/30/2020, which
18 is calculated as \$116,960. This Order is not intended to be determinative of any
19 issues related to any claim for support or *Trainotti* credits that may be asserted in
20 connection therewith.

21 **C. The Canadian Property**

22 1. The parties stipulated that they own as community property an 8-unit
23 apartment complex located in Quebec, Canada (the "Canadian Property").

24 2. Title to Canadian Property is held by a Canadian corporation, 6059431
25 Canada, Inc., the stock of which is owned in equal shares by Husband and Wife.
26 The Canada corporation retains a third-party property manager who is responsible
27 for leasing activity, any capital expenditures, and who maintains Canadian bank
28 accounts into which rents are deposited and from which expenses are paid.

1 Presumably, a portion of the bank accounts may consist of tenant deposits, which
2 are potentially subject to return to the tenants upon vacating the Canadian Property
3 or reserves for the payment of taxes.

4 3. On October 27, 2020, the Parties stipulated that the community property
5 interest in the Canadian Property is valued as of the date of trial at \$508,875. The
6 Court will order that one-half of the real property value (\$254,437.50) is credited to
7 each party.

8 4. The Court will further reserve jurisdiction to modify the Judgment to credit
9 Respondent with one-half of the value of adjusted value of any cash assets of the
10 corporation taking into account any bank account balances, distributions, reserves,
11 advances or distributions being held in that corporation. Effective upon the entry
12 of such modified Judgment, Petitioner shall be granted 100% of the right, title, and
13 interest in the Canadian corporation, 6059431 Canada Inc. and shall thereafter hold
14 harmless, indemnify, and defend Respondent from any subsequent claim, cause of
15 action, or liability, asserted or unasserted, including any claim based on negligence,
16 arising or accruing after that date from the ownership, operation, or management of
17 the Canadian Property.

18 **D. Reimbursement Claims for Community Expenses**

19 1. After separation, Husband paid \$36,417.69 in community property expenses
20 from separate property accounts, consisting of carrying costs and maintenance for
21 the Family Residence and tax liabilities as well as interest and penalties which
22 appear to the Court to be the fault (at least in significant part) of Respondent's
23 unilateral decision to file taxes separately and other lack of cooperation. Husband
24 is entitled to a credit for one-half of these amounts: \$18,208.85.

25 2. Husband's request to divide Bank of America accounts #6739 and #8002 as
26 community property accounts is denied.
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1 3. After separation Wife paid a community tax liability using \$3,201 from her
2 personal account. Wife is to be reimbursed one-half of that amount, \$1,600.50 by
3 Husband.

4 4. After separation, Husband deposited to his separate bank account the refund
5 of a \$5,000 deposit paid to Tesla before marriage. In addition, after separation,
6 Husband deposited into his separate bank account checks that were written to him
7 by third-parties for what appears to be community claims, e.g. refunds or insurance
8 claim payments totaling \$2,708.77. Husband is ordered to reimburse Wife one-half
9 of these amounts: \$3854,39.

10 5. It is not disputed that as of the date of separation the American Express
11 Card in Husband's name had a cash rewards balance of \$8,034. Wife shall be
12 credited with one-half that amount: \$4017.

13 **E. Bank and Brokerage Accounts**

14 1. The Parties have stipulated to the division of checking, savings, and
15 brokerage accounts which have a total value of \$1,606,463, of which \$531,844 is
16 community property. Dividing the community portion equally, and taking into
17 consideration agreed upon separate property amounts in the accounts, agreed-upon
18 reimbursements, and post-separation transfers from one spouse to the other, and
19 accounting for the use of \$1,395 of community property funds by Husband to pay
20 community expenses for which he is being reimbursed, Husband is credited with
21 \$824,445.50 (of which \$265,922 is a division of community property); Wife is
22 credited with \$782,017.50 (of which \$265,922 is a division of community
23 property).

24 **F. Retirement Accounts**

25 1. The Parties have stipulated to a division of their retirement accounts.
26 Pursuant to that stipulation, as of February 2020, the Parties held a total of
27 \$1,193,638 in various retirement accounts, of which \$920,331 is community
28 property. \$750,095 of the community property funds are held in retirement

1 accounts in Husband's name, one-half of which would be subject to transfer to
2 Wife's retirement account under a QDRO. In addition, Wife holds an eTrade
3 account x5634 valued at \$20,187, of which \$2,493 is community and the balance of
4 \$17,635 is separate. Wife's Medtronic 401(k)/ESOP plan holds \$69,716 all of
5 which is community property and her Memry/SAES plan holds \$98,027, all of
6 which is community property.

7 2. Wife would be entitled to receive a QDRO distribution of \$375,047.50 (1/2
8 of community property share of the retirement accounts held in Husband's name).
9 Based on the March 6, 2020 Stipulation and Order re Division of Retirement
10 Accounts, it appears that Husband would be entitled to \$715,777.50 and Wife
11 would be entitled to a QDRO distribution of \$477,860.50 (adjusted for earnings
12 and losses).

13 **G. Other Community Personal Property**

14 1. The Court finds that the Tesla automobile is not community property. It is
15 ordered that Wife defend, indemnify, and hold harmless Husband against any and
16 all claims arising from her purchase of the Tesla or its use, including any claims for
17 reimbursement by Nano Alloys, Inc.

18 2. The parties share a Toyota Sequoia that is community property and
19 registered in the names of Darisme Patrice/Ene Princesca with California license
20 plate 5JHF672 and VIN 5TDZ38A32S128004. The Court takes judicial notice of
21 the current Kelly Blue Book valuation of that vehicle which is \$5,055. The Toyota
22 Sequoia is awarded to Husband and one half of its current value, \$2,527.50 is
23 credited to Wife.

24 3. There is in the Family Residence household furnishings and fixtures. The
25 Court heard evidence that the estimated value thereof ranges from \$5,000 to
26 \$15,000. If the Parties cannot come to an agreement with regard to the division of
27 household furnishings and fixtures, the Court will order that each of the children
28 (minor or adult) shall be allowed to retain any clothing, toys, computers,

1 telephones, desks, bedding and bedroom furniture used primarily by that child as
2 his/her personal property. The Parties shall then go to binding arbitration with the
3 Court's Settlement Officer as to the division of all other community property
4 furnishings and fixtures or, if the Parties cannot agree to binding arbitration, the
5 issue of the division of household furnishings and fixtures will be heard by the
6 Court.

7 The Table below summarizes the division of the Parties assets prior to any awards or
8 allocations resulting from Petitioner's claims for breach of fiduciary duty.

9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Property Division and Reimbursements re Family Residence	Amount Credited to Husband	Amount Credited to Wife
	Interest in Ormsby Residential Real Property (stipulated value \$2,250,000 – loan of \$303,391 = community interest of \$1,946,609)	\$973,304.50	\$973,304.50
	Reimbursement to Wife (5/1/2015-11/30/2020) (<i>Epstein</i>)		\$112,865.27
	Reimbursement to Husband for Fair Rental Value (5/1/2015-11/30/2020) adjusted by 20% per minor child (<i>Watts</i>)	\$116,960	
	Other Property Division and Related Reimbursements		
	Interest in Canadian Property (per 10/27/2020 stip, equity is \$678,500 Canadian or \$508,875 USD)	\$254,437.50	\$254,437.50
	Ordered reimbursement to Husband for ½ post-separation payment of community expenses	\$18,208.85	
	Ordered reimbursement to Wife for ½ post-separation payment of community expenses		\$1,600.50

1	Ordered reimbursement to		\$3,854.39
2	Wife for one-half of Tesla		
3	refund of \$5,000 and post-		
4	separation community checks		
5	deposited in Husband's		
6	account		
7	Ordered reimbursement to		\$4,017
8	Wife for one-half of AmEx		
9	cash rewards balance		
10	Adjusted Stipulated Division	\$824,445.50	\$782,017.50
11	of Bank Accounts (includes		
12	separate property shares of		
13	each spouse		
14	Division of Retirement	\$715,777.50	\$477,860.50
15	Accounts Buy-out of Wife's		
16	share of community property		
17	interest of all retirement		
18	accounts in Husband's name		
19	(3/6/2020 Stipulation and		
20	Order) to be adjusted based on		
21	earnings/losses since Feb.		
22	2020		
23	Toyota Sequoia awarded to		\$2,527.50
24	Husband, credit to wife		
25	Subtotal of non-Nano Alloys	\$2,903,133.85	\$2,612,484.66
26	Property Division and		
27	Reimbursements		
28	Nano Alloys community		
	property disposition and		
	reimbursements		
	Buy-out of Husband's Interest	\$788,519	
	in Nano Alloys, Inc.; Wife		
	keeps interest in Nano Alloys,		
	Inc. and holds harmless		
	Husband		
	Reimbursement to Husband	\$100,000	
	for \$100,000 of the \$286,481		
	removed by Husband from		
	Nano Alloys in September		
	2015 and deposited in Wife's		
	account		

1 **II. Petitioner's Breach of Fiduciary Duty Claims re Community Property Interest in**
2 **Nano Alloys dba NiTi Tubes**

3 **A. Transfer of Nano Alloys, Inc. Stock to Wilson Eng**

4 1. The Court finds that Respondent/Wife breached her fiduciary duties to
5 Petitioner by transferring or purporting to transfer 50% of the stock of Nano
6 Alloys, Inc. dba NiTi Tubes to Wilson Eng.

7 2. There is not clear and convincing evidence of fraud in connection with the
8 transfers to Mr. Eng.

9 3. Accordingly, pursuant to Family Code §1101(g), the Court awards
10 Petitioner the amount of \$2,402,645.70 (25% of the business value as of December
11 31, 2017) plus attorneys' fees and court costs in connection with proving the breach
12 of fiduciary duty for the transfer to Wilson Eng of 50% of the ownership of Nano
13 Alloys, Inc. which the Court finds as follows:

14 4.

Hammon Law Firm (for 9/11/15 to 3/1/20)	\$35,601.89
Bergeson Law Firm	\$88,808.53
MHTB (Butera)	\$47,481
Sally White	\$4,250
Total	\$176,141.41

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20 **B. Reduction of Value of Nano Alloys, Inc.**

21 1. The Court finds that Petitioner has met his burden of showing by clear and
22 convincing evidence that Respondent engaged in "malice, oppression and fraud", in
23 order to reduce the value of Nano Alloys, Inc. from its value as an ongoing
24 business (\$9,610,583 as of December 31, 2017) to \$6,000,000, the reported cash in
25 the bank at the commencement of trial.

26 2. Pursuant to Family Code § 1101(h), Petitioner is hereby awarded damages
27 in the amount of \$1,805,291.50, the amount by which the remaining 50%
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community property interest (after the transfer to Mr. Eng) was damaged as a result of Respondent's course of conduct.

C. Sanctions Pursuant to Family Code §271

The Court awards Petitioner sanctions against Respondent only (not her counsel) under Family Code section 271 for her bad faith and dilatory conduct in connection with the division of the stock of Nano Alloys, Inc. and the valuation of that community asset, as follows:

Hammon Law Offices	\$10,815
Bergeson Law Firm	\$59,803.75
Sally White	\$31,478.50
MHTB (Butera)	\$4,946
Total	\$107,043.25

III. Disposition

Pursuant to the foregoing and the Statement of Decision, the Court HEREBY ORDERS, ADJUDGES AND DECREES THAT JUDGMENT ON THE RESERVED ISSUES OF BREACH OF FIDUCIARY DUTY AND DIVISION OF PROPERTY BE ENTERED AS FOLLOWS:

A. Wife shall buy-out Husband's 25% interest in Nano Alloys, Inc. for the sum of \$788,519, which amount shall be an offset against the division of community property assets as between the Parties. Wife shall defend, indemnify, and hold harmless Petitioner from and against any and all claims asserted or unasserted, which have or may be asserted against him based on any alleged ownership of an interest in Nano Alloys, Inc. or NiTi Tubes or any predecessor entity, or any claims based on the removal of any funds from the accounts of Nano Alloys, Inc. or any other actions with respect to Nano Alloys, Inc., any claims against Ms. Ene for her conduct, or transactions, including any negligence, and including any removal by Petitioner of any amount of money from Nano Alloys, Inc., bank accounts, including the amount of \$286,481.

B. Wife shall pay Husband \$100,000 as reimbursement for the monies deposited in Wife's bank account from the \$286,481 Husband removed from Nano Alloys, Inc.

1 C. Husband is awarded \$2,402,645.70 under Family Code §1101(g) for damages
2 caused by Wife's breaches of fiduciary duty in connection with her transfer or purported
3 transfer of 50% of the shares of Nano Alloys, Inc. to Wilson Eng.

4 D. Husband is awarded \$1,805,291.50 under Family Code §1101(h) for damages
5 caused by Wife's breaches of fiduciary duty in connection with her actions that resulted in
6 the reduction in the value of Nano Alloys, Inc. between December 31, 2017 and the date of
7 trial.

8 E. Husband shall be awarded as his sole and separate property the Family Residence
9 at 1406 Ormsby Drive, Sunnyvale, Ca. Title and possession shall be transferred to
10 Husband on the later of June 30, 2021 or thirty days following the effective date of an
11 order for child support. From December 1, 2020 until the date of such transfer, Wife shall
12 be responsible for paying the mortgage, property tax and insurance, maintaining the
13 property in good condition, and paying to Husband the amount of \$1,933 per month (the
14 difference between the current rental value and the current mortgage plus impounds).
15 Upon the date of transfer of title and possession, the amount of \$973,304.50, representing
16 the value of Wife's community property interest in the Family Residence, will be credited
17 against the amounts owed by Wife to Husband under this Judgment.

18 F. If the Parties cannot come to an agreement with regard to the division of household
19 furnishings and fixtures, the Court will order that each of the children (minor or adult)
20 shall be allowed to retain any clothing, toys, computers, telephones, desks, bedding and
21 bedroom furniture used primarily by that child as his/her personal property. The Parties
22 shall then go to binding arbitration with the Court's Settlement Officer as to the division of
23 all other community property furnishings and fixtures or, if the Parties cannot agree to
24 binding arbitration, the issue of the division of household furnishings and fixtures will be
25 heard by the Court on August 11, 2021 at 9:00 a.m. in Department 10. Any materials the
26 Parties wish to present the Court with respect to their positions regarding the valuation and
27 division of household furnishings and fixtures shall be filed and served by July 29, 2021
28 and any responsive briefing shall be filed and served by August 6, 2021.

G. On or before April 30, 2021, Husband shall provide the Court and serve on Wife an accounting for all non-property assets of the Canada corporation. Wife shall have until the later of 20 calendar days from the service of that accounting, or May 15, 2021, to provide any response to the Court. The Parties, having been unable to agree on how to handle the Canada accounts, the issue of the value and potential credit to Respondent of the non-property assets of the Canada corporation, 605943 Canada, Inc. shall be heard by the Court on August 11, 2021 at 9:00 a.m. in Department 10. Any materials the Parties wish to present the Court with respect to their positions regarding the value and potential credit to Respondent of the non-property assets of the Canada corporation shall be filed and served by July 29, 2021 and any responsive briefing shall be filed and served by August 6, 2021. Effective as of the date of the modified Judgment which includes the accounting for all non-property assets of the Canadian corporation, Husband shall be awarded as his sole and separate property all right, title, and interest in the Canadian corporation, 6059431 Canada, Inc., including the Canadian property and the operating bank accounts associated therewith. Upon the date of transfer of title and possession, the amount of \$254,437.50, representing the value of Wife's community property interest in the Canadian Property, plus any community property interest of Wife in any cash assets of the Canadian corporation as determined by the Court, will be credited against the amounts owed by Wife to Husband under this Judgment.

H. Husband shall be awarded as his sole and separate property all bank accounts, retirement accounts and investment accounts, in his name or in the name of both Husband and Wife, effective as of December 31, 2020, and is responsible for providing account statements as of that date to Sally White and Katie Sims, so the professionals can calculate the exact amount of the credits against the amounts owed by Wife to Husband under this Judgment that Wife will be given for the award of her community property interest in those accounts. Accounts awarded as sole and separate property of husband include, but are not limited to:

- 1 1. *Etrade* Account #4324 in the name of Patrice W Darisme & Princesca N
- 2 Ene;
- 3 2. *Etrade* Account #6757 in the name Patrice W Darisme & Princesca Ene;
- 4 3. *Schwab* Account #4354 in the name Patrice W Darisme;
- 5 4. *Bank of America* Account #9770 in the name Patrice F Darisme &
- 6 Princesca N Ene;
- 7 5. *PROSPER FUNDING LLC* Account in the name Pat Darisme;
- 8 6. *Charles Schwab* IRA #8154 in the name Patrice W Darisme;
- 9 7. *Fidelity Hitachi Vantura* 401(k) at *Fidelity* in the name Patrice Darisme;
- 10 8. *Fidelity Advanced Micro Devices* 401(k) at *Fidelity* in the name Patrice
- 11 Darisme;
- 12 9. *Fidelity Hewlett Packard Enterprise* 401(k) at *Fidelity* in the name Patrice
- 13 Darisme;

14 I. The Parties are ordered to meet and confer to determine if ownership of the
15 retirement accounts in Wife's name can be transferred to Husband under the terms of the
16 applicable plans and, if so, how they should be valued, or if it will be necessary to prepare
17 QDRO orders, in which case the maximum portion of those plans shall be assigned to
18 Husband. Upon the date of transfer, the value of Wife's community property interest in
19 the transferred amounts as determined by accountants Sally White and Katie Sims shall be
20 credited against the amounts owed by Wife to Husband under this Judgment. Retirement
21 accounts in Wife's name to be reviewed and the entirety or maximum portion transferred
22 to Husband include, but are not limited to:


- 23 1. *Medtronic ESOP & SRP plan* at *Vanguard* in the name of Princesca Ene;
- 24 2. *Medtronic Savings and Investment plan* at *Fidelity* in the name of Princesca
- 25 Ene;
- 26 3. *Memry SAES SMA 401(k) Plan* in the name of Princesca Ene;
- 27 4. *Etrade* #5634 IRA in the name of Princesca Ene;
- 28 5. *Etrade* #575 IRA in the name of Princesca Ene;

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O. Respondent shall pay to Petitioner as sanctions under Family Code section 271 for Respondent's bad faith and dilatory conduct in connection with the division of the stock of Nano Alloys, Inc. and the valuation of that community asset the amount of \$107,043.25.

He Signed by the Court pursuant to Paragraph 2.b. (page 2, lines 9-16) of the Interim Order on Motion to Determine No Stay in Effect filed 8/20/2021 in In re Princesca N. Ene, Debtor, U.S. Bankruptcy Court (N.D. CA) Case No. 21-50901 MEH.

Dated: 9 September 2021


By: 

JUDGE OF THE SUPERIOR COURT
COUNTY OF SANTA CLARA

APPROVED AS TO FORM:

Dated: June 30 2021

LAW OFFICE OF ADAM BERNSTEIN

By: 
Adam Bernstein
Attorneys for Respondent Princesca Ene



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

DOWNTOWN COURTHOUSE
191 NORTH FIRST STREET
SAN JOSÉ, CALIFORNIA 95113
FAMILY JUSTICE CENTER

(ENDORSED)
FILED
SEP 13 2021

RE: **Patrice W. Darisme and Princesca N. Ene**
CASE NUMBER: **2015-6-FL-014081**

Clerk of the Court
Superior Court of California, County of Santa Clara
MELANIE BUENO DEPUTY

PROOF OF SERVICE

AMENDED JUDGMENT AFTER TRIAL was delivered to the parties listed below in the above entitled case as set forth in the sworn declaration below.

If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408) 882-2700, or use the Court's TDD line, (408) 882-2690 or the voice/TDD California Relay Service, (800) 735-2922.

DECLARATION OF SERVICE BY MAIL: I declare under penalty of perjury that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown below, and by depositing the envelope with postage fully pre-paid, in the U.S. Mail at San Jose, CA on September 13, 2021. CLERK OF THE COURT, by Melanie Bueno, Deputy.

cc: Walter P Hammon 75 E Santa Clara St Ste 1400 San Jose CA 95113
John David Pernick 111 North Market Street Ste 600 San Jose CA 95113
Cory Hammon 31 N Second St Suite 260 San Jose CA 95113
Adam Richard Bernstein Law Office of Adam Bernstein 6850 Gunn Dr OAKLAND CA 94611

MELANIE BUENO